REMARKS

Claims 1-17 are pending in the application. In the above referenced Non-Final Office Action the Examiner has made the following actions as further described below.

Claim Rejections

The Examiner has rejected claims 1-17 in the manner discussed below. Applicant respectfully traverses.

Claim Rejections Under 35 U.S.C. § 102

The Examiner has rejected claim 1 under 35 U.S.C. § 102(b) as being anticipated by Seiden, United States Patent Publication No. 2002/0038293, and claims 10-13 and 16 under 35 U.S.C. § 102(e) as being anticipated by Vaidyanathan, United States Patent Publication No. 2004/0059596.

Seiden Reference

Seiden describes an online alternative dispute resolution (ADR) method and system that permits businesses and litigants to engage in online dispute resolution through use of "customized video conferencing being integrated into the system" to provide "real time audiovisual interaction among multiple parties participating in a dispute resolution session" [Abstract, Para. 0002].

Differences Between Seiden and the Present Invention

Aspects of the present invention as are described in, for example, claim 1 and the associated dependent claims 2-5, relate to a first party to a dispute communicating to a third party details as to a settlement of the dispute, the settlement to be funded by a dispersal of funds to a second party to the dispute. Additional details of claim 1 relate to providing the settlement details to the second party for the second party's acceptance or rejection of the proposed settlement details, indicating that the settlement details, as defined in claim 1, relate to proposed settlement details offered by the first party for acceptance or rejection by the second party, not previously agreed upon settlement terms.

The Examiner asserts that Seiden teaches such an element, citing Paragraph 0014, line 8. Applicant respectfully submits that the Examiner misconstrues this section of Seiden in view of claim 1. Specifically, Paragraph 0014, which is merely a high level summary of the process flow of the Seiden invention, reads:

> [0014] The ADR method and system of the present invention allows the parties to (1) schedule a dispute resolution session, e.g., early neutral evaluation, mediation, arbitration, etc.; (2) participate in a real-time negotiations with multi-parties, or privately in caucuses, under the direction of the evaluator, mediator or arbiter; (3) display pictures, PowerPoint presentations or video; and (4) conclude negotiations with electronic transmittal of settlement documents and payment. Thus, as can be appreciated, every major aspect of existing traditional and increasingly popular mediation processes are featured in the present invention in a virtual environment, while preserving the personal dynamics of communication and making scheduling and meeting more efficient and less costly. (line 8 underlined for emphasis)

Line 8 merely describes that an ADR negotiation carried out via real-time online means such as videoconferencing can be *concluded* by electronically transmitting settlement documents and payments, thus the dispute has been settled before any documents are transmitted and that transmittal of documents is merely a formality to finalize the settlement. Unlike claim 1, this

cited section of Seiden does not describe transmitting details as to a settlement that can be either accepted or rejected by the other party; it assumes that an agreement has already been reached and the described electronic transmittal is merely documents formalizing the previously agreed upon settlement terms. Moreover, Applicant is unable to identify any other section of Seiden that describes the element of a first party communicating details as to a settlement of the dispute to a third party, where the details are further communicated to an second party for acceptance or rejection. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. § 102 is improper. Consequently, Applicant requests the rejection be withdrawn and claim 1 be allowed.

Another element of claim 1 relates to the third party assigning a unique designator to the settlement details provided by the first party. The Examiner asserts that Seiden teaches such an element, citing Paragraph 218, lines 1-2, which read:

[218] Both session-level and user-level access codes are 168-bit (21-byte) unique identifiers, and most codes must be valid for a user to send/receive conference data. Additionally, the data streams that carry the encoded control, audio, and video signals are encrypted (with a proprietary encryption scheme) to prevent interception or tampering.

Paragraph [218] is a part of the Seiden specification describing "Security/Privacy." Specifically, previous paragraph [212] states that the content of mediations are extremely sensitive and highly confidential and therefore strict *access control* to mediations sessions, as well as strict security, are enforced. Paragraphs [214-217] then describe how "Audio and video streams" are maintained private using session access codes, providing one code per mediation session, and user access codes, providing one code per user. Consequently, it is readily apparent

that the session-level and user-level access codes cited by the Examiner in Paragraph [218], lines 1 and 2, relate to providing users with access to an online mediation session, and have nothing to do with providing a unique designator to settlement details provided by the first party. Further, contrary to the Examiner's interpretation that "the settlement details [are] included in the session," Seiden says nothing about this, nor does it described that any provided settlement details are associated with a particular session or in particular that a "unique designator," as described in claim 1, is provided by or associated with a session. Moreover, Applicant is unable to identify a description of the element of assigning a unique designator elsewhere in Seiden. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. § 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

Another element of claim 1 relates to the third party making the settlement details available for electronic access from the third party to the second party "by use of the designator and communicating the designator to the second party." The Examiner asserts that Seiden teaches such an element, citing Paragraphs 229-230, asserting that they teach "notification emails from the 3rd party to the other parties that include the unique session identifiers and user identifiers." Applicant respectfully submits that the Examiner misconstrues this section of Seiden in view of claim 1. Specifically, Paragraphs 227-230 relate to an aspect of Seiden directed to scheduling mediation sessions [Paragraph 0226 and Fig. 8]. As part of the scheduling process, a user may provide payment information, such as in the form of a credit card or bank account information [Paragraph 0027] after choosing a particular mediator and time. The user

may then "invite" up to two additional participants (i.e. the other parties to the mediation) [Paragraph 0228]. Cited Paragraphs [0229-0230] then merely describe that email messages are sent to the selected users and the mediator with information on how they can access the mediation session. The cited section says absolutely nothing about the system having been provided settlement details by a first party, assigning a unique designator to the settlement details, making the settlement details available for electronic access from the third party to the second party, or communicating the unique designator to the second party. As described previously, the user identifier and session identifier of Seiden merely relate to access by users to a particular mediation session – they are not related to a unique designator assigned to settlement details. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. § 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

Another element of claim 1 relates to the second party using the provided designator to access the settlement details. As noted above, Seiden fails to describe assigning a unique designator to settlement details provided by a first party, or providing such a designator to the second party. Therefore, Seiden cannot describe the third party using such a designator to access the settlement details. Nevertheless, the Examiner asserts that Paragraph 230 describes such access. Paragraph [0230] states that:

> [0230] All of these [email] messages include information about the selected time and mediator, links to approve or deny participation, and the *credentials necessary to log into the mediation (at the scheduled date/time)*. These credentials consist of a *session identifier* (for the particular mediation), and a *user identifier* (which distinguishes each user in the mediation). (emphasis added)

Contrary to the Examiner's assertion, Paragraph [0230] says nothing about the second

party using a unique designator assigned to first party provided settlement details to access a

third party system. Paragraph 0230 merely describes that an email provided to mediation system

users includes credentials including a session ID to identify the particular mediation session, and

a user ID to identify a particular user, so that a user can log into the system at the appropriate

date/time. Paragraph [0230] says nothing about providing a unique designator or using the

unique designator to access settlement details. For at least these reasons, Seiden fails to describe

all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. § 102 is improper.

Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

Another element of claim 1 relates to the second party electronically transmitting either a

settlement details acceptance communication or a settlement details rejection communication to

the third party. The Examiner asserts that Seiden teaches such an element, citing Paragraph

[129, lines 11-12]. These lines describe that "Business Rules" that govern business logic:

> enable (and oversee the operation of): generation of user and session access codes,
> maintaining types of users and transitions between the user states, sending invitation,
> confirmation, and rejection e-mails, security enforcement (blocking non-participants
> from private mediations, for example).

Applicant believes that the Examiner is asserting that this section describes

"confirmation, and rejection e-mails" as being the same as the claimed elements of acceptance or

rejection emails. However, Applicant notes that this section, taken in proper context, refers to

underlying business logic processing to send emails from the Seiden system to users, such as

second parties. The cited section says nothing about generating or receiving acceptance or

rejection from second parties. Further, the described "confirmation" and "rejection" emails relate to acceptance of or rejection of an *invitation* to enter into a mediation session, not acceptance of or rejection of a settlement offer. This is further evidenced by Paragraphs [0235-0236] which are the only other paragraphs in Seiden that contain the word "rejection." These paragraphs describe that the mediator does not receive invitations or rejection notices from the potential participants. The mediator is only notified if all participants accept their invitations (i.e. none submit rejection emails), at which point they receive user and session access codes. Therefore, contrary to the Examiner's assertion, the cited section of Seiden says nothing about acceptance or rejection of provided settlement details – it merely relates to acceptance or rejection of an offer to enter into a mediation session. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. § 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

Another element of claim 1 relates to the third party, after receiving the acceptance communication or rejection communication, either causing the settlement to be funded if the communication is an acceptance, or notifying the first party of the receipt of the rejection if communication is a rejection. The Examiner asserts that Seiden describes such a rejection response element, again citing Paragraph [0129], lines 11-12. For the reasons described previously, Paragraph [0129] fails to describe acceptance or rejection of settlement details – it relates to acceptance or rejection of an *offer to enter into an online mediation session*. Moreover, even if Paragraph [0129] related to acceptance or rejection of an offer, which it does not,

application of Paragraph [0129] to both the rejection of the previously described element "the second party electronically transmitting either a settlement terms of acceptance communication or a settlement terms rejection communication to the third party" and to the element of the third party "notifying the first party of the receipt of the rejection" are logically inconsistent. Either the rejection or acceptance is provided by the second party or by the third party - Seiden says absolutely nothing about the acceptance or rejection being provided by both parties as the Examiner suggests. For at least these reasons, Seiden fails to describe all elements of claim 1, and therefore the rejection of claim 1 under 35 U.S.C. § 102 is improper. Consequently, Applicant requests that the rejection be withdrawn and claim 1 be allowed.

Vaidyanathan Reference

The Examiner has rejected claims 10-13 and 16 under 35 U.S.C. § 102(e) as being taught by Vaidyanathan, United States Patent Publication No. 2004/0059596. Vaidyanathan is directed to system and methods of resolving an electronic commerce dispute involving one or more parties by selecting either an automated electronic agent or a human resolution dispute specialist [Abstract]. It is important to note that Vaidyanathan is directed toward resolving disputes involving parties to an e-commerce transaction, such as an online sale on eBay or a similar network, not to resolving a dispute associated with an insurance or other claim. Moreover, Vaidyanathan says nothing about dispute resolution in the insurance claims settlement context, providing access to non-parties to retrieve information related to proposed or comparable dispute settlements, generating or transmitting a search report or preparing a proposed settlement based on the search report.

Aspects of the present invention as described in, for example, claims 10, 11 and 16, relate to a database subscriber being provided with access to a database of claims information in order to provide specific details as to a claim and receive a transmitted search report with information on resolution of comparable claims stored in the database. The Examiner asserts that Vaidyanathan describes such elements, stating that paragraph 123, lines 1-2 describe "permitting access to the database . . . to a database subscriber to request an evaluation of the claim."

Paragraph 0123 is listed below:

> [0123] The search of cases with similar facts can be done using a conventional database search, or can be done using a number of machine learning systems, including case-based reasoning, neural networks, fuzzy networks, genetic algorithms (including genetic programming and classifier systems), Evolutionary Strategies, Evolutionary Programming, ADATE program induction, cellular automata, Box Jenkins optimization, ARMA optimization and many others. Rather than applying a direct computational approach, these systems create one or more proposed solutions in the form of data and computer program entities, and iteratively alter the data and/or entities for finding known solutions to the dispute at hand.

This paragraph says nothing about "database subscribers," or permitting access to the database to request evaluation of a claim. Further, Applicant is unable to find in Vaidyanathan any description of a user such as a "database subscriber" of the present invention – Vaidyanathan explicitly constrains the users of the described system to the disputing parties, who are parties to an e-commerce transaction, along with a "dispute resolution specialist," associated with the online system, see, e.g., [Para 0122]. Nothing is described regarding a database subscriber as described in the present invention. For at least this reason, Vaidyanathan fails to describe all elements of claim 10, 11 and 16, and therefore the rejections under 35 U.S.C. § 103 are

improper. Consequently, Applicant requests that the rejection be withdrawn and the claims be allowed.

An additional aspect of the present invention as is described in claims 10, 11 and 16 relates to transmission of a generated search report to the database subscriber, as well as transmission of the search report over a "secure network," as is described in claim 16. The Examiner asserts that Vaidyanathan teaches such an element of transmission of search report, citing [Para 0122, lines 8-9]. Paragraph 0122 is listed below:

> [0122] Referring now to FIG. 10, a predictive reasoning process 500 is shown. This process assists the dispute resolution specialists as well as the parties themselves in deciding a fair resolution of the dispute. First, the process 500 retrieves facts associated from the current case (step 552). Next, the process 500 searches for cases with similar facts in this database (step 554). Finally, the process 500 retrieves and summarizes and displays the outcomes of the similar cases for all parties and the dispute resolution specialist to see. Finally, the process then exits.

This paragraph merely describes that a database is searched and outcomes of "similar cases" are displayed for "all parties" to see. It says nothing about generation of a search report or transmission of the search report to a third party such as a database subscriber. Applicant asserts that the Examiner's analogizing of the brief description of displaying search results in Vaidyanathan and the claimed generation and transmission of search reports of the present invention is inaccurate for at least the reasons that Vaidyanathan lacks any description of generation of a substantive search report - it merely describes display of database results, and Vaidyanathan also lacks description of transmission of the generated report to a database subscriber, it merely says that the results are "displayed" on the system for the _parties_ to see. In addition, Applicant is unable to find any description in Vaidyanathan of transmission of a search

report via a "secure network" as is described in the present invention. For at least this reason, Vaidyanathan fails to describe all elements of claim 10, 11 and 16, and therefore the rejections under 35 U.S.C. § 103 are improper. Consequently, Applicant requests that the rejection be withdrawn and the claims be allowed.

Applicant further notes that claim 10 has been amended to include the limitation that the database includes "details associated with a plurality of claims settlement previously processed by the system," as well as a "first user interface configured to provide access to the database to a database subscriber," a second interface configured to receive a plurality of specific details associated with the claim from the database subscriber" (rather than from one of the parties), a "search report generation module configured to generate a search report based on said plurality of details," and a "transmission module configured to facilitate transmission of the search report to the database subscriber." Applicant is unable to find such a limitation in Vaidyanathan, and consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 10, as amended, is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

Applicant further notes that claim 11 has been amended to include the limitation that the selected details of claim settlements in the database include details "associated with a plurality of claim settlement previously processed by a claims settlement system coupled with the database." Applicant is unable to find such a limitation in Vaidyanathan, and consequently Applicant

respectfully asserts that the rejection of claim 11, as amended, is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

Applicant further notes that claim 12 has been amended to include the limitation that proposed settlement terms are received from the first party, the proposed settlement terms being based at least in part on information provided in the search report, and the proposed settlement terms are then transmitted to the second party. Applicant is unable to find such limitations in Vaidyanathan, and consequently Applicant respectfully asserts that the rejection of claim 12, as amended, is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

For at least the above described reasons, Vaidyanathan fails to describe all aspects of the present invention as are described in claims 10, 11 and 16, as well as their dependent claims. Therefore, Applicant respectfully submits that the rejections of claims 10, 11 and 16 as well as their associated dependent claims under 35 U.S.C. §102(e) are improper, and Applicant requests that the rejections be withdrawn and the claims be allowed.

Claim Rejections Under 35 U.S.C. § 103

The Examiner has rejected claims 2-5, 6-9, 14, 15 and 17 under 35 U.S.C. § 103 based on various combinations of Seiden, Vaidyanathan, Dwyer, United States Patent Publication 2002/0069182 and Official Notice.

For at least the reasons describes previously with respect to the 35 U.S.C. § 102 rejection of claim 1, Applicant respectfully submits that the rejections of dependent claims 2-5 are improper and therefore Applicant requests that the rejections be withdrawn and the claims be allowed.

With respect to claims 6 and 14, and associated dependent claims 7-9, one element of the invention as claimed relates to providing a second party with means to access the terms of a settlement and the option of accepting or not accepting the terms, along with receiving settlement related data if the settlement terms are accepted. The Examiner asserts that Seiden describes such elements, citing paragraphs 219, lines 2-4, and paragraph 14, lines 7-9.

Applicant respectfully submits that the Examiner misconstrues Seiden in light of claims 6 and 14. More specifically, Seiden, paragraph 014 is not related to receiving settlement related data from a second party, it merely describes providing "electronic transmittal of settlement documents and payment." [Para. 0014]. Seiden says nothing about receiving settlement details from a second party. Likewise, Applicant respectfully asserts that the Examiner misconstrues Paragraph 0219, which describes that "User Data Privacy" is important and requires that users can only access the system and see their "account information" upon entering a user ID and password [Para. 0219]. Paragraph 0219 says nothing about a user accessing settlement details provided by the other party to the dispute via a provided link and unique dispute ID – it merely says that a user's access to his or her own account is via a password. Moreover, Applicant is unable to find any other description in Seiden of such an element. For at least this reason, Seiden fails to describe the claimed element. Consequently Applicant respectfully asserts that, for at

least this reason, the rejections of claims 6 and 14 are improper. Therefore, Applicant requests that the rejections be withdrawn and the claims be allowed.

The Examiner notes additional deficiencies in Seiden, stating that "Seiden fails to explicitly disclose" termination of access based on refusal to accept the settlement terms and supply settlement related data. In order to cure this admitted deficiency, the Examiner cites Dwyer, United States Patent Publication No. 2002/006918, Paragraph 0043. This paragraph merely states that in the ADR system described in Dwyer, parties must pay for each settlement round in advance. Subsequent paragraph 0046 further indicates that parties will typically pay for 3 rounds, "[a] default is set for three rounds," however the parties may select an increased or decreased number of rounds [Para. 0046]. Consequently, the cited section of Dwyer merely states that parties can pre-select a number of rounds of negotiation when using the system. Dwyer says nothing about providing one party with settlement terms and requiring settlement related data from that party. In addition, Dwyer says nothing about terminating a user's access upon failure to provide the above described information - if anything, Dwyer suggests, see, e.g, [Para. 0049], that communications with the system will continue whether or not a settlement has been reached – "the parties are notified of the results" or will continue until the prepaid number of round (i.e., typically 3) are completed. For at least these reasons, Dwyer fails to describe the claimed elements. Consequently Applicant respectfully asserts that, for at least this reason, the rejections of claims 6 and 14 are improper. Therefore, Applicant requests that the rejections be withdrawn and the claims be allowed.

In addition, the Examiner asserts that additional elements of claim 6 and 14 related to electronic signature of a document, providing a confirmation number and confirmation email are "extremely old and well known in the art of business practices" and are therefore subject to Official Notice taken by the Examiner. While it may generally be known that electronic signatures may be used to sign a document and confirmation information may be provided, Applicant asserts that such elements are not generally known in the context of online dispute settlement systems and methods or in particular in the context of online resolution of insurance claims. In addition, the elements as claimed relate to provision of a link to electronically sign the agreement by a third party and third party system to a second party and provision of notice and configuration to the first and/or second parties. While providing electronic signatures may be generally known in some contexts, Applicant asserts that they are not known in this specific context and with respect to the claimed parties, and therefore Applicant requests that the Examiner provide documentary reference in support of the asserted Official Notice to support the rejection of claims 6 and 14.

With respect to claim 15, several element of the invention as claimed relate to a database subscriber being provided with access to a database of claims information in order to provide specific details as to a claim and receive a transmitted search report with information on resolution of comparable claims stored in the database. The Examiner asserts that Vaidyanathan describes such elements, citing paragraph 0020, lines 9-10, which states that "the techniques automatically assemble data from records provided by both parties" [Para. 0020]. As discussed previously with respect to the 101 rejections, Vaidyanathan says nothing about providing access

to or receiving data from a "database subscriber." Further, Applicant is unable to find in Vaidyanathan any description of a user such as a "database subscriber" of the present invention – Vaidyanathan explicitly constrains the users of the described system to the disputing parties, who are parties to an e-commerce transaction, along with a "dispute resolution specialist," associated with the online system, see, e.g., [Para 0122]. Consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 15 is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

An additional aspect of the present invention as is described in claim 15 relates to a first party preparing a proposed settlement which is based, at least in part, on a provided search report and which involves the transfer of settlement funds. The Examiner asserts that Vaidyanathan describes such elements, merely citing invention summary paragraph 0021, lines 10-11, which read "[t]he system matches new disputes to 'cases' from a historical database and then adapting successful outcomes from the past to the current situation" [Para. 0021]. This paragraph says nothing about preparing a "proposed settlement" or in particular a proposed settlement being provided by a first party. If anything, it teaches away from the present invention because it at least suggests that any output that is prepared is done by the "system," not by a first party as in the claimed element. For at least this reason, Vaidyanathan fails to describe at least this element of claim 15. Consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 15 is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

An addition aspect of the present invention as described in claim 15 relates to the first party transmitting a proposed settlement to an independent party. The Examiner asserts that Vaidyanathan describes such an element, citing paragraph 0063. As noted previously, paragraph 0063 describes that, where an agreement between the parties cannot be made, a reconciliation is provided (i.e., a "dispute resolution specialist" associated with the system imposes a decision independent of the separate parties' proposals) [Para. 0063]. Consequently, this section cannot describe the first party transmitting a proposed settlement since it presumes that settlement cannot be reached and a settlement must be imposed by the "dispute resolution specialist." For at least this reason, Vaidyanathan fails to describe at least this element of claim 15. Consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 15 is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

In addition, the Examiner concedes that Vaidyanathan fails to describe additional elements of claim 15. Specifically, the Examiner concedes that Vaidyanathan fails to describe assigning a unique designator to the settlement proposal, and cites Seiden, paragraph 0218, lines 1-2 to assertedly cure this deficiency. As noted previously with respect to the 102 rejections, Applicant respectfully submits that the Examiner misconstrues this paragraph of Seiden. More particularly, paragraph 0218 is a part of the Seiden specification describing "Security/Privacy." Previous paragraph 0212 states that the content of mediations are extremely sensitive and highly confidential and therefore strict *access control* to mediations sessions, as well as strict security, are enforced. Paragraphs [214-217] then describe how "Audio and video streams" are maintained private using session access codes, providing one code per mediation session, and

user access codes, providing one code per user. Consequently, it is readily apparent that the session-level and user-level access codes cited by the Examiner in Paragraph [218], lines 1 and 2, relate to providing users with access to an online mediation session, and have nothing to do with providing a unique designator to settlement details provided by the first party. Therefore, Seiden fails to describe this aspect of the present invention. Consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 15 is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

Further, contrary to the Examiner's interpretation that "the settlement details [are] included in the session," Seiden says nothing about this, nor does it described that any provided settlement details are associated with a particular session or in particular that a "unique designator," as described in claim 1, is provided by or associated with a session. Moreover, Applicant is unable to identify a description of the element of assigning a unique designator elsewhere in Seiden. For at least these reasons, Seiden fails to describe the cited element of claim 15. Consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 15 is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

The Examiner notes additional deficiencies in Seiden with respect to claim 15, stating that "Seiden fails to explicitly disclose" termination of access based on refusal to accept the settlement terms and supply settlement related data. In order to cure this admitted deficiency, the Examiner cites Dwyer, United States Patent Publication No. 2002/006918, Paragraph 0043.

This paragraph merely states that the ADR system described in Dwyer, parties must pay for each settlement round in advance. Subsequent paragraph 0046 further indicates that parties will typically pay for 3 rounds, "[a] default is set for three rounds," however the parties may select an increased or decreased number of rounds [Para. 0046]. Consequently, the cited section of Dwyer merely states that parties can pre-select a number of rounds of negotiation when using the system. Dwyer says nothing about providing one party with settlement terms and requiring settlement related data from that party. In addition, Dwyer says nothing about terminating a user's access upon failure to provide the above described information - if anything, Dwyer suggests, see, e.g, [Para. 0049], that communications with the system will continue whether or not a settlement has been reached – "the parties are notified of the results." For at least these reasons, Dwyer fails to describe the claimed elements. Consequently Applicant respectfully asserts that, for at least this reason, the rejection of claim 15 is improper. Therefore, Applicant requests that the rejection be withdrawn and the claim be allowed.

In addition, the Examiner asserts that additional elements of claim 15 related to electronic signature of a document, providing a confirmation number and confirmation email are "extremely old and well known in the art of business practices" and are therefore subject to Official Notice taken by the Examiner. While it may generally be known that electronic signatures may be used to sign a document and confirmation information may be provided, Applicant asserts that such elements are not generally known in the context of online dispute settlement systems and methods or in particular in the context of online resolution of insurance claims. In addition, the elements as claimed relate to provision of a link to electronically sign the

agreement by a third party and third party system to a second party and provision of notice and

configuration to the first and/or second parties. While providing electronic signatures may be

generally known in some contexts, Applicant asserts that they are not known in this specific

context and with respect to the claimed parties, and therefore Applicant requests that the

Examiner provide documentary reference in support of the asserted Official Notice to support the

rejection of claim 15.

With respect to claim 17, Applicant first notes that claim 17 describes actions by specific

parties, such as an insurance "claims representative" and "claimant/counsel," in the particular

context of insurance claims settlement. However, none of the cited references (Seiden,

Vaidyanathan or Dwyer) describe or suggest anything about such specific parties or the context

of electronically facilitating insurance claims settlement. Accordingly, for at least this reason,

Applicant respectfully submits that none of these references, taken either alone or in

combination, can describe all elements of claim 17 as amended. For example, element a. (as

amended, previously element b.) describes providing access to a computerized system for an

insurance claims representative. Such a "claims representative" is an independent party from the

specific parties to the dispute (i.e. the claimant or defendant), however neither Seiden,

Vaidyanathan or Dwyer describes such a distinct party. Additional limitations regarding the

"claims representative" are applicable to claim elements b, c and d, however, none of these are

described in any of the cited references. Consequently Applicant respectfully asserts that, for at

least these reasons, the rejection of claim 17 is improper. Therefore, Applicant requests that the

rejection be withdrawn and the claim be allowed.

In addition, the Examiner takes Official Notice that insurance carriers authorize claims representatives to investigate settlement claims. While this assertion may be in non-computer facilitated settlement of insurance claims, Applicant asserts that insurance claims representatives interacting with embodiments of systems and methods of the present invention is not known in the art and therefore is not subject to Official Notice in the context of computer based insurance claims settlement systems and methods. Therefore, Applicant requests that the Examiner provide documentary reference in support of the asserted Official Notice to support the rejection of claim 17.

In addition, the Examiner asserts that additional elements of claim 17 related to electronic signature of a document, providing a confirmation number and confirmation email are "extremely old and well known in the art of business practices" and are therefore subject to Official Notice taken by the Examiner. While it may generally be known that electronic signatures may be used to sign a document and confirmation information may be provided, Applicant asserts that such elements are not generally known in the context of online dispute settlement systems and methods or in particular in the context of online resolution of insurance claims. In addition, the elements as claimed relate to provision of a link to electronically sign the agreement by a third party and third party system to a second party and provision of notice and configuration to the first and/or second parties. While providing electronic signatures may be generally known in some contexts, Applicant asserts that they are not known in this specific context and with respect to the claimed parties, and therefore Applicant requests that the

Examiner provide documentary reference in support of the asserted Official Notice to support the rejection of claim 17.

New Claims

Applicant has added new claims 18-23 as fully supported in the specification and figures of the instant application. For at least the reasons previously provided above, Applicant believes that new claims 18-23 are distinguished from the cited references, and therefore Applicant requests that new claims 18-23 also be allowed.

Concluding Comments

It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue, or comment does not signify agreement with or concession of that rejection, issue, or comment. In addition, because the arguments made are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims, including any cancelled claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim except as specifically stated in this paper.
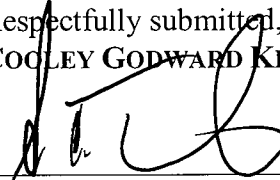
Applicant respectfully requests consideration of the remarks herein prior to further examination of the above-identified application. The undersigned would of course be available to discuss the present application with the Examiner if, in the opinion of the Examiner, such a discussion could lead to resolution of any outstanding issues.

Dated: September 12, 2008

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